

RESOLUTION

Between

Department of Mental Health

and

Office of Administration

State of Missouri

and

Missouri Nurses Association

March 1, 2001 through September 30, 2003

Resolution
between
Missouri Department of Mental Health
and
Missouri Nurses Association

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Resolution between MONA and DMH

Final Agreement

Preamble

This Resolution is entered into by the Missouri Nurses Association, (hereafter referred to as "MONA" or "Union"), and the State of Missouri, Office of Administration and the Department of Mental Health (hereinafter where appropriate jointly or severably known as "Employer"), in behalf of the eligible Employees (persons in the bargaining unit of Registered Professional Nurses employed by the Employer as registered nurses). It is the purpose of this Resolution to comply with the provisions of the Section 105.520, RSMo.

Article I - Recognition

Section 1.01

The Employer recognizes the Union as the exclusive bargaining representative for all eligible Employees in the unit described below for the purpose of meeting and conferring pursuant to the statutory provisions of Sections 105.510 - 105.520, RSMo.

Section 1.02

The Scope of this unit is described to include all regular full-time and part-time Registered Professional Nurses of the Department of Mental Health of the State of Missouri who are employed only in the classifications listed in this Article but excluding those Employees who are managerial, supervisory and confidential, or who are otherwise excluded by law, or who occupy classifications not listed in this Article.

Section 1.03

The Composition of this unit is as listed below:

Registered Nurse I

Registered Nurse II

Registered Nurse III Except those who are managerial, supervisory, or
confidential Employees

Registered Nurse IV Except those who are managerial, supervisory, or
confidential Employees

Registered Nurse V Except those who are managerial, supervisory, or
confidential Employees

The Union and the Employer will meet to discuss guidelines to be used by the facilities in evaluating the appropriateness of positions for the bargaining unit. The Employer will submit to the Union a memorandum of those positions, by position number, proposed for exclusion from the bargaining unit. This list will be updated annually and sent to the Union by August 01 of each year. Should additional Registered Nurse positions be established, there shall be a general presumption that the positions are to be included in the bargaining unit, unless they are managerial, supervisory, or confidential. If the Parties are unable to agree as to whether the positions should be excluded from the bargaining unit, the matter shall be decided by the State Board of Mediation.

Section 1.04

If a dispute arises, concerning the continued appropriateness of existing classifications and/or positions within the bargaining unit, because of changes in the classification specifications and/or positions and at the request of either Party, the Parties shall meet and confer to determine whether the classifications and/or positions are to be maintained or excluded from the bargaining unit. If the Parties are unable to agree, either Party may request the matter be resolved by the State Board of Mediation.

Section 1.05

The Parties recognize and agree that the Employer and the Union are bound by the provisions of Federal and State law and in particular, the provisions of Chapter 36, RSMo., as amended, and the implementing policies and regulations of the Personnel Advisory Board and Personnel Division. Nothing in these Resolutions shall be construed in a manner which would conflict with the provisions referenced in this Section.

Section 1.06

The Employer recognizes that Employees are members of the nursing profession, and, as such, according to the Nursing Practice Act, are employed to assume the responsibilities for assessment, planning, implementing, and evaluating nursing care, including patient education and discharge planning. These Employees are responsible for coordinating the work and teaching, and contributing to the evaluation of clinical nursing skills of designated nursing personnel, pursuant to RSMo. 335.

Article 2 - Management Rights

Section 2.01

Subject to the provisions of this Resolution, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce. Such rights shall include, but not be limited to, the rights: to hire, classify, select, promote,

demote, transfer, allocate, assign, and direct Employees; to discipline, suspend, and dismiss for cause; to relieve Employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of Employee conduct and standards for services to the public; to determine the departments, divisions, sections, units, and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments; to introduce new methods of operations; to eliminate, relocate, transfer, or subcontract work; and to maintain efficiency.

Section 2.02

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted shall remain vested exclusively with Employer.

Section 2.03

The Employer's rights of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim that the Employer has claimed or condoned or tolerated any practice or any act or acts of any Employees.

Article 3 - Non-Discrimination

Section 3.01

The Parties shall comply with applicable Federal and State law concerning equal employment opportunity and with accepted Merit principles.

Section 3.02

The Employer and the Union agree not to interfere with the rights of Employees to become members of the Union or to refrain from membership. There shall be no discrimination or retaliation by the Employer or the Union because of the Union membership or lack of Union membership or because of Employee activity permissible under the law or this Resolution.

Section 3.03

The Union recognizes its responsibility as exclusive bargaining representative and agrees to represent all Employees in the bargaining unit without discrimination or interference.

Section 3.04

The Employer and Employees will treat each other with professional courtesy.

Article 4 - Rights of Professional Registered Nurses

Section 4.01

The Employer shall allow Employees to exercise the right, freely and without fear of penalty or reprisal, to join or refrain from joining the Union. Employees shall have the right to participate

in the management of the Union and to act for the Union in the management of the Union and to act for the Union in the capacity of representatives including, but not limited to, presentation of its views to officials of the Executive Branch, the Legislature, the general public or other appropriate authority.

Section 4.02

The Employer recognizes that the Employees covered by this Agreement are licensed Registered Nurses who are authorized to practice professional nursing by the State of Missouri, under the Nursing Practice Act, RSMo. 335, and who have the responsibility and obligation to provide high quality nursing care for persons in accordance with the Code of Ethics for Professional Nurses and within the resources and environment provided by the Employer.

Section 4.03

Employees can choose to be or not to be represented by the Union.

Section 4.04

The Employees may question, ask for review, or refuse to implement what appears to the Employees in the exercise of professional judgment to be inappropriate or improper medical orders, medications, or medical procedures which would be deleterious to the health and welfare of the Client. If Employees refuse to carry out any orders, the Employees shall first confer with their supervisors, who are not Employees, of their intent not to carry out the orders.

Section 4.05

The Employer shall provide an area away from public or Client traffic at each facility for Employee use during rest or meal periods. This area shall be open on all shifts.

Section 4.06

Employees may be granted annual leave, compensatory time, or holiday time to attend official meetings of the Union contingent upon the needs of the Facility.

Section 4.07

Each Facility shall inform Employees of the mechanism to make requests for specific days off.

Section 4.08

In addition to rights and privileges otherwise specified by law, the Employer operation regulations, or Facility policies, Employees have the following rights:

1. To receive on-the-job or in-service training or instruction to perform their jobs;
2. To discuss with their supervisors matters of concern, including Client care, without penalty;
3. To suggest changes in Facility practices and policies or Department practices or operating regulations;
4. To protect themselves from bodily injury using only the amount of restraining force reasonably or apparently necessary to ensure the safety, welfare and security of the Clients, Employees and others.
5. To question and have corrected timekeeping records and computations of seniority;

6. To receive timely performance appraisals;
7. To receive or have access to written Facility policies and Department operating regulations;
8. To have the Employer maintain confidentiality of Employee personnel records, as provided by law;
9. An Employee, upon request, may have a fellow employee, who may be a Union officer or steward, advise, assist, or represent the Employee if the Employee is questioned by an agency representative about a matter that the Employee reasonably believes may lead to demotion, suspension without pay or dismissal of the Employee. However, in no event may an Employee withhold information from his superiors or co-workers which affects or could affect ongoing operations of state government or any program thereof. When a demotion, suspension without pay, or dismissal is proposed, the Employee shall be notified in writing of the charge and their appeal/grievance rights. Before the action is effective or the hearing held, whichever is to occur first, the Employee and his or her representative shall be entitled to a specification of the charges or complaint, and any documentation supporting the charges or complaint that can be legally provided at least twenty-four (24) hours in advance of the due process hearing if requested by the employee or the Union Representative.
10. The Employer shall not arbitrarily or capriciously move Employees from their work units, shifts, or days off;
11. Disciplinary action shall only be imposed for cause. The Employer has the burden of proof to establish cause for any disciplinary action and to inform the employee in writing of any action taken and its rationale.
12. The Department shall have an attendance policy and such policy shall be applicable to all facilities of the Department.
13. When an employee is placed on Administrative Leave, pending an investigation, the employee shall be notified, in writing, within three (3) working days.
14. Nurses will retain the right to be identified as Registered Nurses (RN).

Section 4.09

In the event a condition arises on a nursing unit where a nurse(s) has concern regarding nursing care, staffing, or patient safety, this concern may be communicated to the immediate supervisor in writing and may be submitted on forms provided by MONA.

Article 5 - Grievance Procedure

Section 5.01

For the purposes of this agreement, a grievance is an allegation by an Employee or groups of Employees that incidents or events at work are having a negative effect on their work situation or is a violation of this resolution.

Section 5.02

If, under the terms of this Resolution, a grievance should arise between an Employee and the Employer, such grievance shall be processed in accordance with the grievance procedure of the Department of Mental Health (see Appendix A).

Section 5.03

Employees may be represented by a Union officer, who is an Employee, at conferences between the parties to resolve grievances alleging misapplication or violation of this Resolution. Professional staff of the Union may represent Employees after Step 1 of the Grievance Procedure, except in circumstances involving alleged Client abuse, neglect, or otherwise concerning a specific client of a facility, in which case a Union officer may represent the employee. The grievance should be submitted in writing on standard forms provided by either the Union or the Employer.

Section 5.04

A grievance panel composed of three (3) persons shall be established to review Step 4 grievances solely alleging misapplications or violations of this Resolution. The panel shall have a department-designated panelist who shall serve as chairperson of the review; a Union-designated panelist, and a third panelist mutually selected who is not employed by the Department. Each Party shall be responsible for its own expenses and shall split the expenses, if any, of the third panelist. The panel in all reviews shall first determine if the issue raised is solely an alleged misapplication or violation of Resolution. If it is not, the grievance shall be referred to the Department Director for decision. If the matter is solely an alleged misapplication or violation of this Resolution, the panel shall meet and review the grievance with all supporting information and issue a written decision recommending action to be adopted by the Department Director. Such recommendations shall be appropriately published to the Parties simultaneously with forwarding to the Department Director for decision.

Article 6 - Union Business**Section 6.01**

The Union shall supply to the Head of the Facility and Department Personnel Officer, in writing, complete and current lists of the representative and local officers for each Facility. The Union shall maintain a current list and post it on the bulletin boards as provided in Section 6.02. The Employer shall recognize only those persons identified on the lists for purposes of representing the Union as specified in these Resolutions.

Section 6.02

Each facility shall provide space on mutually agreeable bulletin boards. Items which may be placed on these bulletin boards are dated notices by the Union of its activities, views, and those materials identified in Section 6.01 of this Article. Take-down time shall not exceed three weeks. The Union shall not post any inflammatory, political, campaign, or membership solicitation materials. The Employer reserves the right to immediately remove any item which is not authorized to be posted by this Resolution upon notification to the Union.

Section 6.03

The Union representative who is off-duty or who is not an Employee of the Facility shall report upon arrival to the Head of the Facility. The representative shall notify the Head of the Facility

of the area which is to be visited and obtain permission. Permission must be granted by the Head of the Facility before the representative may proceed to any other area. The representative shall not interfere with Client care, Client rights, or the efficient operation of the Facility. The Head of the Facility shall grant permission to the representative to visit areas of the Facility unless the visit would interfere with Client care, Client rights, or the efficient operation of the Facility.

Section 6.04

Any Union representative who is off-duty or who is not an Employee and who is located on the Facility premises in areas other than those designated in these Resolutions or by memorandum agreed to by the Parties and without the permission of the Head of the Facility may be asked to leave the area. Where there is a violation and the Union representative has been asked to leave the premises, the representative may be escorted and removed from the premises.

Section 6.05

Non-Employee and Employee Union representatives may only contact Employees, for the purpose of conducting bargaining unit activities, during the Employee's break period and off-duty time away from the Client care area. The Facility shall designate an area to be available to the Union representatives on an twenty-four (24) hour basis. There shall be no solicitation or distribution of materials, handbills, or printed or written material of any kind on the Employer's premises and property unless specifically permitted by this Resolution.

Section 6.06

Effective September 1, 1994, the Office of Administration shall make available to the Union a quarterly list of all Employees in the bargaining unit by work location, employee's name, classification and home address. Any Employee who does not wish to have his or her home address made available may opt to have his or her office address listed instead of the home address. The Union will be provided a monthly list of Employees who have Union dues deducted from their paychecks.

Section 6.07

An employee attending a state or national union convention or other legitimate association function such as a state or area union committee meetings may be allowed time off without pay. The employee may utilize any accumulated time (holiday, vacation, compensatory time, etc.) in lieu of taking such without pay. MONA shall give the Employer at least ten (10) business days advance notice of the employees who will be requesting attendance at such functions to allow the Employer time to make necessary staffing arrangements. Requests will not be unreasonably denied.

Article 7 - Information for New Employees

Section 7.01

The Employer shall have an orientation program incorporating written objectives for new Employees or Employees accepting new positions to acquaint Employees with the Facility's

mission, organization, resources available, routines, and procedures of Client care. The Employees may request additional information if necessary.

Section 7.02

When Employees begin employment, the Employer shall provide the Employees, in addition to other materials provided, the following:

1. The Union will be permitted to have a welcoming letter to all new bargaining unit Employees in the agency's Employee orientation packet stating, "Missouri Nurses Association (MONA) is recognized by the Department of Mental Health as the exclusive bargaining representative for Registered Nurses who are not considered managerial, supervisory and confidential, in certain positions, concerning privileges, terms and conditions of employment as set out in the Resolution agreed to by the Department. This Resolution is available for perusal in the Employee Information Center or an area accessible to the Employees on a twenty-four (24) hour basis as maintained by the Human Resource Office of the facility or from the Union. Any questions about Union representation may be addressed by contacting a designated Union representative or the Missouri Nurses Association. Information about how to join the Union may be received from Union representatives during off-duty hours, breaks and meal breaks."
2. These Resolutions shall be available for the Employees' perusal in the Employee Information Center or an area accessible to the Employees on a twenty-four (24) hour basis as maintained by the Personnel Office of the Facility.

Section 7.03

The Employer shall notify the Union seven (7) days in advance of the dates and locations of pending new Employee formal orientation/training class. The Union will be allowed to show a video or have a representative speak to Employees in the Unit during the formal orientation/training class for a period not to exceed 15 minutes. The Union shall give the facility Personnel Officer three (3) days advance notice that it wishes to have a representative deliver a presentation to the Employees.

Article 8 - Seniority

Section 8.01

For the purpose of these Resolutions, seniority is defined as the period of continuous employment with the Employer -with the merit system title of Registered Nurse I, II, III, IV, or V.

Section 8.02

The following shall not be considered as interruptions of employment or breaks in service for the purposes of these Resolutions:

1. As authorized by the Division of Personnel and the Head of the Facility, military, leaves of absence with pay, leaves of absence without pay not to exceed twelve (12) months, and educational leave with or without pay not to exceed twelve (12) months.
2. The transfer of an Employee from one Facility to another
3. Appointment of an Employee from a Register of eligibles or Promotional register, provided the Employee was Regularly Employed at the time of appointment.

4. Suspension or dismissal which is subsequently rescinded either by the Employer or the Personnel Advisory Board.
5. Appointment to a position exempt from the provisions of the Merit System Law, provided the position was in a division of service subject to this Law and these rules.

Section 8.03

A suspended Employee shall lose seniority under these Resolutions at the rate of one (1) day for each day suspended.

Article 9 - Leaves and Breaks

Section 9.01

An Employee's seven (7) day work period shall begin with the first day off and continue for a total of seven (7) days. A work period for Employees on a rotating or variable schedule of fourteen (14) days starts with the first day off and continues for fourteen (14) days.

Section 9.02

The Employer is responsible for the scheduling of vacations. The Employer agrees to grant vacations on a twelve (12) month basis at the request of Employees, on the basis of seniority for a vacation of one (1) week, or multiples thereof. The time of year and the number of Employees to be on vacation at any one time shall be determined by the Employer. Where split vacations are taken, an Employee's seniority preference shall apply only as to the first round selection of vacation. The Employee will then be dropped to the bottom of the seniority list until all Employees have had a chance to indicate and/or exercise their first vacation preference. This provision shall be effective beginning in the calendar year 1988. In order for an Employee's preferences to be considered, the Employee preference shall be exercised in writing by February 28 of each year. Thereafter the Employer shall schedule vacations according to the needs of service and staffing requirements. The Employer shall post the annual vacation schedule no later than March 31 of each year. Any requests submitted after February 28 may be granted at the discretion of the scheduling supervisor consistent with staffing needs. However, such late request shall not displace any other Employee's vacation without their approval. In cases where rejection of a particular time is necessary, a reason for rejection shall be attached and returned to the Employees by March 31. Employee's request for vacation shall not be denied as a matter of policy which is unrelated to Client and staffing needs

Section 9.03

The Employer shall grant holidays as provided for in the rules of the Personnel Division. The Employer shall grant time off for Employees who were required to work on a holiday at the convenience of the Employees whenever possible, consistent with the needs of the Facility. If two (2) or more Employees request the same day off in compensation for a holiday worked, the Employer shall grant the holiday to the Employee with the most seniority, providing the Employee submitted the request at least fourteen (14) days in advance. The Employer shall not approve time off for Employees until the Employees have worked the holidays for which they

request the time off. Employees may take holiday time within ninety (90) days after it has been earned. The Employer shall maintain holiday time as a separate time and attendance category. Upon Employee's separation from service, the Employer shall compensate the Employees for holidays accumulated under the rules of the Personnel Division.

Section 9.04

Consistent with staffing needs, the Employer shall grant holidays that fall on Employees' scheduled work days on the basis seniority upon written request made fourteen (14) days before the requested time; except that holidays may be scheduled as part of the annual vacation under Section 9.02. Employees may only be given preference on the basis of seniority for five (5) holidays in a year.

Section 9.05

When holidays fall on Employees' regular days off, the Employer shall not schedule them to work so other Employees may be given the holidays off.

Article 10 - Hours of Work

Section 10.01

- (a) Overtime worked shall be compensated in accordance with the Fair Labor Standards Act and the Department of Mental Health Employee Handbook.
- (b) Overtime shall be distributed equitably among those Employees in the work unit.
- (c) When overtime becomes available, the Employer shall seek volunteers using seniority as a factor. If no qualified Employee will volunteer for overtime, the Employer may assign overtime to staff scheduled for the previous or next shift using inverse seniority according to a rotating list as a factor:
 - (1) Notification will be made by the supervisor to the Employee as soon as the need to assign overtime is determined;
 - (2) Reasonable effort will be made to ensure that no nurse works more than 12 hours in 24 hours.
- (d) When an Employee is on authorized leave or vacation of one work week or more, the Employee will not be expected upon return to make up for mandatory overtime.

Section 10.02

The Employer shall pay a minimum differential equivalent to two (2) salary ranges to Employees scheduled to work the standard evening or night shift at their Facility.

Section 10.03

Time off for a serious bona fide personal emergency while at work shall be granted to any Employee by the Employer after obtaining the approval of the immediate supervisor who is not an Employee. If the supervisor does not grant approval, the Employee may request approval from the next higher supervisor who is not an Employee. The Head of the Facility shall determine which type of leave to credit to the emergency. Any Employee leaving the duty station without approval of the Employee's supervisor shall be subject to disciplinary action.

Section 10.04

When Employees are scheduled to work weekends (anytime from 6:00 a.m. Saturday to 6:00 a.m. Monday), the use of sick leave or funeral leave will be handled in the same manner it would be handled if the Employee were working during the week.

Section 10.05

The Employer will post work schedules for Employees a minimum of five (5) days in advance of the schedule going into effect and will notify Employees five (5) days in advance of any change in the posted schedule, except in the case of an emergency. The schedules shall be developed taking into account optimum client care.

Section 10.06

Employees required to work during their thirty (30) minute or longer lunch break shall be compensated in accordance with Fair Labor Standards Act (FLSA).

Article 11 - Payroll Deduction of Association Dues

Section 11.01

If authorized by an Employee on the designated form, the Employer shall request the Commissioner of the Office of Administration to deduct Union dues from the wages and salaries of the Employee. Under Office of Administration procedures, the Employer shall remit the deductions to the Union to the address provided by the Union. No deductions shall be made for initiation fees, fines or assessments.

Section 11.02

Before there is any payroll deduction for an Employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of the pro-rated monthly membership dues in the Union. When an Employee is in a non-pay status for an entire month, no deduction shall be made to cover that pay period from future earnings. If an Employee is in a non-pay status during only part of a pay period, and if the Wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made. The Parties recognize that legal and other withholdings and deductions such as Social Security and Federal and State income taxes shall have priority over the Union dues.

Section 11.03

The Parties have agreed on an approved form for authorized payroll deductions. If the Union desires to change the form, the Employer shall have the opportunity to approve the changes. The Union shall supply the Personnel Office of each Facility with these forms. An Employee may obtain the deduction authorization form from the Personnel Office.

Section 11.04

The Employer shall deduct Union dues on the first payroll period of the month following the filing of the written authorization with the Employer.

Section 11.05

If the Employer over-withholds an amount from an Employee's Wages and salaries and remits the same to the Union, the Union agrees to immediately refund such overpayment to the Employee.

Section 11.06

Neither Party shall directly or indirectly intimidate, threaten, coerce, harass, or compel any Employee to agree to a payroll deduction, nor shall either Party directly or indirectly intimidate, threaten, coerce, or compel any Employee to continue to have payroll deductions from their checks.

Section 11.07

The Union agrees to and shall indemnify and hold harmless the State of Missouri, or any of its officers or agents, from any and all claims, demands, suits, or any other actions arising as a result of this Article or from complying with any request for termination under this Article.

Section 11.08

Any Employee who has previously submitted a written authorization for the voluntary deduction of one year's membership dues to the Union may revoke the authorization only during the month of the anniversary date of their Union membership of each year. This revocation of dues deduction shall be initiated by filing a written statement withdrawing the authorization to Missouri Nurses Association (MONA), P.O. Box 105228, Jefferson City, Missouri 65110. This authorization statement must be **received** by MONA prior to the anniversary date of their Union membership. If there is a termination of employment, the deductions will stop the effective month of the termination.

Article 12 - Transfers**Section 12.01**

The Employer may transfer Employees between Facilities based upon the requirements and needs of the Employer. Whenever the Employer is considering transferring Employees between Facilities, it shall determine whether any qualified Employee will accept a transfer on a voluntary basis. If no Employee agrees to a voluntary transfer, and other factors as determined by the Employer are equal, the Employer shall transfer the Employee with the least seniority. Nothing in this Section shall be construed to prohibit the Employer from assigning an Employee to another Facility on a temporary basis when needed to protect the health and well-being of Clients or Employees, or both.

Section 12.02

Assignments within work units shall be made on the needs of the Facility in delivery of proper Client care. Reassignments within work units shall not be made in an arbitrary or capricious manner, nor shall they be made to impose discipline or other method to punish an Employee. Where temporary reassignments are made within work units because of staff absences, the Employer shall make a good faith effort to distribute such reassignments using nursing expertise and seniority as a factor. As part of initial orientation to the Facility, Employees will be provided training in unit-specific competencies for any unit to which they could be temporarily reassigned by the Employer. Employees may request refresher training as appropriate at any periodic training in such competencies offered by the Facility.

Section 12.03

When reassignment of Employees becomes necessary because of program or ward closure, the affected Employees shall be informed of and given first consideration for all available job openings within their current classification by seniority, in compliance with Merit System Rules and Regulations.

Article 13 - Special Work Circumstances**Section 13.01**

If the Employer calls Employees in to work when they are not regularly scheduled, the Employer shall credit the Employees with two (2) hours straight time whether worked or not, or for the time worked at the applicable rate, whichever is greater.

Section 13.02

The Employer shall credit Employees with two (2) hours of straight time for every twenty-four hours the Employees' off-duty activities are restricted and they are required to be reachable at a certain telephone number or location for a period of time (stand-by). Compensation may be in the form of compensatory time or pay, depending upon available funds.

Section 13.03

When Employees are to remain at work after shift ends, per the Fair Labor Standards Act, they are on duty and receive pay or compensatory time for all time worked of ten minutes or more.

Article 14 - Recall, Layoff, and Postings**Section 14.01**

If layoffs are required, the Employer shall adhere to the procedures specified in the Merit System Law and the implementing rules and policies of the Division of Personnel. The Employer shall also follow these rules and policies if Employees are recalled.

Section 14.02

Employees who are laid off shall not lose seniority for the period of the layoff, not to exceed one (1) year. Seniority will not be accrued for any period of the layoff exceeding one (1) year.

Section 14.03

- (a) The Employer shall notify the Union of any pending layoff of Employees upon receipt of any final decision regarding layoff from the Personnel Division. The notification shall identify the classification and Facilities proposed to be affected. The Employer shall notify the Union of the pending closure of any Facility simultaneous with issuing a news release of the same. Such notices shall be given in writing.
- (b) When reassignment of Employees becomes necessary because of layoff, the affected Employees shall be informed of and given first consideration for all available job openings in their current classification by seniority, in compliance with Merit System rules and regulations

Section 14.04

As Employee vacancies occur which the Employer decides to fill, the Employer reserves the right and shall have the right to fill any vacancies on the basis of training, education, experience, and qualifications. The Employer shall place vacancy notices on a bulletin board which is accessible twenty-four (24) hours. A copy of this notice shall be forwarded to the local Facility representative. Such notices shall specify the work area, shift, days off, and classification of the vacancy, and shall be posted for seven (7) calendar days and final decisions on filling the vacancies will not be made while the notices are posted. The Employer shall provide forms for Employees who are interested in being considered for vacancies. Before the Employer fills any vacancy, the Employer shall consider the Employees who have tendered the forms, shall initial the forms indicating consideration, and shall return copies of the forms to the Employee. Employees may indicate their interest in vacancies which may occur in the future by submitting the forms to the Employer, where they would be kept on file for twelve (12) months for the Employees to be considered for the vacancies. Employees may request interviews when applying for existing vacant positions.

Section 14.05

An Employee who applies for a transfer to another position or promotion and is turned down shall be granted a conference upon request.

Section 14.06

All persons who are given a provisional appointment must be determined by the Employer to be Register eligible.

Article 15 - Strikes, Work Slowdowns, and Work Stoppages

Section 15.01

The Parties subscribe to the principle that differences shall be resolved in peaceful and appropriate manner without interruption of service-delivery systems.

Section 15.02

The Union recognizes and agrees that strikes, walk-outs, sick-outs, work slowdowns, work stoppages, and other concerted refusals by Employees to perform their assigned duties are contrary to law and public policy. Neither the Union nor its representatives shall directly or indirectly cause, instigate, or encourage a strike, walkout, sick-out, work slowdown, work stoppage, or other concerted refusal by Employees to perform their assigned duties.

Section 15.03

If there is a violation of this Article or law relating to strikes, walkouts, sick-outs, work stoppages, work slowdowns, or other concerted refusals to perform Employee's duties, the Employer may take any action entitled by law.

Section 15.04

The Union shall exercise its best efforts to convince Employees engaged in any activity in violation of this Article to cease such activity and return to work immediately

Article 16 - Safety and other Committees**Section 16.01**

The Employees shall notify appropriate personnel as set out in Facility policy of hazardous or potentially hazardous situations.

Section 16.02

Employees will be provided vaccinations for Hepatitis-B virus free-of-charge by the Employer, upon request.

Section 16.03

The Employer recognizes that its obligation to house Clients in the least restrictive environment may from time to time expose Employees to risks to their physical safety. The Employer agrees to participate in discussions through Safety Committees at Facilities to determine appropriate action to diminish these risks and protect Employees from physical harm and medical harm.

Section 16.04

Employer shall establish a safety committee at each facility. One (1) Employee and an alternate from this bargaining unit shall be appointed as a member of the committee by the Head of the Facility from a list provided by the Union of at least three (3) Employees, each from different work units where possible. The committee member may be appointed to successive terms. The committee shall meet during normal working hours at regular intervals. Committee attendance shall be considered time worked.

Section 16.05

Minutes of safety meetings shall be kept by the Employer and copies provided to the members of the committee. The committee may review and consider ANY workplace safety concerns. The committee may request from the responsible party, status reports on any item referred for action.

Section 16.06

Employees may at any time suggest reasonable action to correct hazardous conditions of the premises. The committee may refer ANY items of concern to the Department Health and Safety Coordinator for potential Department-wide implication. Members shall receive appropriate training to serve on the Safety Committee.

Section 16.07

Available data related to employee injuries shall regularly be available to Safety Committee members and to the Union upon request.

Section 16.08

Facility Infection Control Committee shall include a member of the bargaining unit. Committee attendance shall be considered time worked. Minutes of the committee meetings shall be copied to the members.

Section 16.09

The Facilities of the Employer which provide client care shall have a Nursing Practice Committee.

1. Up to three (3) members of the bargaining unit may be chosen by the Employees of a Facility and may meet at the request of the Employees at least once (1) a month with the Director of Nursing or other necessary staff to discuss nursing practice, procedures and staffing issues related to level of care and skill mix. The meeting may be canceled by mutual agreement.
2. The members of the Committee and the Director of Nursing, or other necessary staff, as applicable, will exchange agendas ten (10) days before scheduled meetings.
3. The Employer shall take minutes of the meetings and furnish a copy of the minutes to the members of the Committee.
4. The Nursing Practice Committee at each facility will participate in the development and evaluation of quality improvement activities and to provide input in defining professional nurse competence.

Section 16.10

Facility Quality Assurance Committees shall include a member of the bargaining unit. Committee attendance shall be considered work time. Minutes of the committee meetings shall be provided to each member.

Article 17 - Education

Section 17.01

Employees may request time off with pay and/or reimbursement of educational expenses consistent with Facility policies.

Section 17.02

The Employer may grant vacation, holiday, or compensatory leave to Employees desiring to attend educational programs for professional growth and development, not mandated by the Employer.

Section 17.03

With supervisory approval, Employees shall be compensated for attending educational programs provided by the facility and/or Employer when such activities are scheduled at a time other than the Employees' regularly scheduled shift.

Section 17.04

The Employer recognizes the value of obtaining professional certification in fields related to an Employees' areas of nursing practice. Facilities shall support certification programs through available resources and consider certification when developing career ladders.

Section 17.05

The Facility shall, if appropriate, apply for continuing education approval of any Nursing Education program from the Missouri Nurses Association. The Employer shall request appropriations for the purpose of achieving nursing continuing education approval at each Facility in order to upgrade nursing education programs and to assist Registered Professional Nurses in maintaining their continued competence.

Section 17.06

Leaves to attend educational programs will not be denied solely because such program is given, endorsed, or sponsored by the Missouri Nurses Association.

Section 17.07

The Employer may grant educational leave and tuition assistance to qualified Employees as determined by Facility policy.

Section 17.08

Where consistent with the needs of the Facility, educational leave and tuition assistance shall be equitably accorded among disciplines.

Article 18 Personnel Information and Policies

Section 18.01

The Employer, when consistent with the mission and goals and taking into consideration the individual needs of each Facility, shall make every effort to have consistency of its personnel policies relating to compensatory time, holidays, sick leave, and vacation leave.

Section 18.02

Employees shall have access to their official personnel file, time and attendance records, education records, payroll information and supervisory log sheet, as well as, any file maintained with respect to such person in the Nursing Office. Upon request, the Employees will be provided copies of any materials contained in their file at the Employee's expense at the prevailing rate. The Employer agrees that all negative entries placed in the personnel file shall be signed and dated by the individual making the entries and shall be presented to the Employee for counter signature no later than seven (7) days from the time of discovery or no later than seven (7) days from the conclusion of the investigation. If the Employee refuses to sign, such fact shall be noted, witnessed, and signed. An Employee's signature or refusal shall not be construed to mean agreement. The Employer shall not use in a punitive manner against Employees, any written counselings or disciplinary actions which are not in the Employee's official file. The Employee will be given an opportunity to make a written response to a document or report of a disciplinary nature. Should the Employee choose to make a written response, it will be placed in the Employee's official personnel file. Only documents found in the Employee's official personnel file shall be relied upon for disciplinary purposes. Complimentary or negative entries shall also be placed in an Employee's personnel file and a copy presented to the Employee.

Section 18.03

The Union shall have no right to access any personnel file of any Employee unless the Employee concerned signs a written consent for the Union representative to review the file. The consent shall be dated and of limited duration, authorizing the Union, or its representative, to inspect such documents and make copies at the prevailing rate.

Section 18.04

Requests to review a personnel file shall be submitted to the Personnel Officer or designee and the inspections shall take place in the Personnel Office of the Facility where the Employee works and be in the presence of the Personnel Officer or designee. The Employee may file a written response within thirty (30) days to any material in the personnel file, as well as any file maintained with respect to such person in the Nursing Office. If requested, such response will be attached and retained with the particular instrument concerned.

Section 18.05

The Employer shall notify the Union of, and allow the Union an opportunity to reply to, proposed Department and Division policy changes that affect the working conditions of employment of those Employees represented.

Article 19 - Miscellaneous

Section 19.01

If any provision of this Resolution is declared invalid, unlawful, or unenforceable by action of a court of competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal legislation, the remaining terms of this Resolution shall remain in force and effect. Under such circumstances, the Parties agree to meet and confer over language to replace the provision. Such replacement shall be compatible with the remaining terms of this Resolution and be compatible with the decision or enactment rendering the old provision invalid, unlawful or unenforceable.

Section 19.02

The Union recognizes that it has an unlimited right and opportunity to make demands and proposals during the meet and confer sessions with respect to the covered Employees and that the provisions contained in this Resolution represent the full exercise of that right and opportunity for a period running to the termination date of this Resolution. Such exercise includes issues of impact.

Section 19.03

Employees either arriving or leaving work during hours of darkness will be provided parking spots in well-lighted areas as close to their place of work as possible.

Section 19.04

Subject to funds being appropriated by the Legislature, if the Employer requires Employees to wear nurse uniforms in certain specialty areas of the Facility, the Employer shall provide either \$300 annually to Employees for the purchase and maintenance of uniforms or provide and maintain uniforms.

Section 19.05

The Employee shall have their nursing practices evaluated in writing by a Registered Nurse in the Employee's supervisory chain of command. If Employee is rated by an RN and a non-nursing employee, the components rated by each will be clearly identified on the Performance Appraisal.

Section 19.06

The Employer agrees to review proposals submitted by Employees and the certified bargaining unit representatives on development of clinical ladder career opportunities.

Section 19.07

Written directives issued by the Employer shall state the date, name and title of the issuing official, as well as the initials or signature.

Section 19.08

The Employees are covered by the State Legal Expense Fund, Section 105.711, RSMo., et. seq.

Section 19.09

Nothing in these Resolutions shall preclude the Employer from instituting counseling or disciplinary action against Employees according to Merit System Rules and the rules, regulations, and policies of the Employer.

Section 19.10

Upon request, the Parties shall exchange information regarding annual recommendations for revising the pay plan submitted to the Personnel Advisory Board for the Board to use in submitting its pay plan recommendations to the Governor.

Section 19.11

All past practices between the Union and the Employer shall cease on the effective date of this Resolution unless the Employer reduces them to writing and they are approved by the Office of Human Resources or its successor office.

Section 19.12

Upon request of either the Union or the Employer, each facility shall conduct labor/management meetings. The schedule for these meetings shall be agreed upon by the Union, the facility administration and the Employer. These meetings shall not be used to bypass the grievance procedures on any grievance or be considered meet, confer and discuss sessions to arrive at successor resolutions or modifications of this Resolution.

Section 19.13

Upon the request of either the Union or the Employer, representatives of the Union and the Employer shall comprise a labor/management committee and may meet for the purpose of reviewing the administration of the Resolution and discussing other problems which may arise. These meetings shall not be used to bypass the grievance procedures on any grievance or be considered meet, confer and discuss sessions to arrive at successor resolutions or modification of this Resolution. Committee membership shall consist of up to eight (8) members plus the Director, Office of Human Resources, Office of Administration Employee Relations Manager, and Executive Director of the Union as ex-officio members. The Employer may have up to four (4) representatives, with representatives from the divisions of MR-DD and CPS, in attendance at the meeting. Representatives shall receive time off with pay to attend the meetings.

Article 20 - Terms of the Resolution**Section 20.01**

This Resolution shall be effective from January 1, 2001 through December 31, 2003.

Section 20.02

Notice to replace this Resolution shall be provided by one of the Parties in writing to the other at least ninety (90) days prior to the date of expiration.

Extension of Resolution

This Resolution shall be effective March 1, 2001 through September 30, 2003.

By affixing their signatures below, the Union and the Employer agree that this shall be the only resolution governing the relationship between the Parties for the specified period that it is in effect.

Signed at Jefferson City, Missouri, on this _____ day of _____, 2001.

For the Association:

Belinda Heimericks, MS (N), RN
Executive Director
Missouri Nurses Association

Mary Ellen Bennett, RN

Patricia Patterson, RN

Artis Porter, RN

For the Employer

Roy Wilson, M.D., Director
Department of Mental Health

Patrick Murphy, Director
Office of Human Resources
Department of Mental Health

Resa Siedhoff, Acting Director
Division of Personnel
Office of Administration

Douglas J. Smentkowski
Manager of Employee Relations
Division of Personnel
Office of Administration

Appendix A

DOR 6.090 Handling Employee Grievances

PURPOSE: Prescribes process for handling employee grievances.

APPLICATION: Applies to the entire department.

- (1) As used in this procedure, the following terms mean:
 - (A) "Day," calendar day;
 - (B) "Grievance," a completed DMH form 8003 (or equivalent union form) setting out one of the following:
 1. dissatisfaction with terms and conditions of employment;
 2. alleged misapplication or violation of a union resolution provision as to an employee in a bargaining unit;
 3. appeal of suspensions of five (5) days or less.

The term "grievance" does not include personnel transactions or administrative decisions of the head of facility for which the State Personnel Law or rules provide a specific appeal to the Personnel Advisory Board or review by the personnel director.

 - (C) "Grievant," an employee who files a grievance;
 - (D) "Employee," any person who receives a wage or salary from the department;
 - (E) "Respondent," work manager, head of facility, division director or department director (or designee, if any) issuing a written decision to a grievance;
 - (F) "Work manager," highest ranking employee in grievant's supervisory chain, no more than two (2) levels below the appointing authority.
- (2) Employees are encouraged to informally discuss matters of concern regarding working terms and conditions with their supervisors or the facility personnel office.
- (3) Employees may appeal any suspensions of five (5) days or less within thirty (30) days of the first date suspended to their division director (or department director if not in a division) on DMH form 8003, Grievance Form or union equivalent form. Appeals shall be processed as set out in section (8) (B)--Steps 3 and 4.
- (4) Employees, either individually or by group may file non-suspension grievances (preferably after making attempts to resolve the matter informally) by submitting DMH form 8003, Grievance Form, (or union equivalent form) and giving it to their work managers within thirty (30) days of the occurrence giving rise to the grievance. The grievance shall contain all information requested on the form.

Such grievances shall be processed according to section (8). The work manager shall send copies of the grievances to the facility personnel office and notify the immediate supervisor.

- (5) The work managers, heads of facilities, and staff investigating shall confer with and listen to grievants, if requested on the grievance form, before completing their responses to the grievances. The staff at the division or department director level may talk on the telephone with the parties involved or interview them at the facility.
- (6) The grievant may have another employee or a member of the Employee Relations Committee present during any conferences with the work manager, head of the facility, or staff investigating the grievance. Their presence shall not interfere with the orderly processing or investigation of the grievance.
- (7) Respondents at each level shall provide written decisions identifying issues, finding facts, and drawing conclusions. Respondents shall provide copies to the facility personnel office of the decisions given to the grievants. Respondents shall return the original grievance form and attachments to the grievant with their written decision.
- (8) The following are the informal and formal stages in the grievance procedure:
 - (A) Informal stage: Before a formal grievance (a completed DMH form 8003 or equivalent union form) is filed, the employee shall attempt to resolve the issue informally with the supervisor or another member of management. An employee may request that someone from the facility personnel office or Office of Human Resources in Central Office assist by arranging and facilitating a meeting between the grievant and the grievant's supervisor to attempt to resolve the issue.
 - (B) Formal stage: If the grievance is not resolved in the informal stage, an employee may file a formal grievance. The employee may obtain assistance at each of the formal steps at the local level from facility human resources staff. The steps in the formal grievance procedure are:
 1. Step One: The work manager shall, within fourteen (14) days of receipt of the grievance, discuss it with the grievant's supervisor, confer with the grievant (if requested) and provide a written decision to the grievant.
 2. Step Two: If the grievance is not adjusted to the grievant's satisfaction or if no decision is received by the grievant within fourteen (14) days, the grievant may request that the head of the facility respond. The head of the facility shall confer with the grievant (if requested) and provide a decision to the grievant within fourteen (14) days of receiving the grievance.

3. Step Three: If the grievance is not adjusted to the grievant's satisfaction or if no decision is received by the grievant within fourteen (14) days, the grievant may submit the grievance to the appropriate division director.
 - a. Within thirty (30) days of receipt of the grievance, the division director shall render a decision.
 - b. The division director shall issue a decision to the grievant through the head of the facility.
 - c. The grievant shall acknowledge receipt of the decision on a copy to be given to the facility personnel office and the Employee Relations Section of the Office Human Resources in Central Office.
4. Step Four: If the grievance is not adjusted to the grievant's satisfaction or if no decision is received by grievant within thirty-five (35) days of filing the grievance at Step Three, the grievant may request review by the department director. The department director shall send the decision to the head of the facility for transmittal to the grievant. The grievant shall acknowledge receipt of the decision on a copy to be given to the facility personnel office and the Employee Relations Section of the Office of Human Resources in Central Office.
 - a. If the grievance relates solely to alleged misapplication or violation of a union resolution, the grievance can be scheduled for review by a grievance panel before the department director issues his decision as set out in the applicable union resolution.
 - b. All other grievances shall be decided by the department director.
- (9) The grievant has seven (7) days to advance the grievance to the next step, after time for response has passed or the grievant receives a decision. The grievant shall submit specific reasons in writing why the decision at any step was unacceptable when advancing the original grievance to the next step. Any decision which is not filed at the next step within the time allowed shall be considered final with the last decision issued. The department director's decision is final.
- (10) The grievance shall not be altered or amended through the various steps. The subject(s) of a grievance shall not change through the process.
- (11) Where intervening work managers do not exist (e.g., when an assistant superintendent is the grievant), any non-applicable steps in the grievance process may be disregarded. The division director or department director is substituted for the head of the facility if the grievance is filed by any head of a facility or a central office division or department employee.

- (12) The time limitations may be extended at any step in the grievance procedure by written agreement of the grievant and any respondent. The time limitation shall be extended if either the grievant or the respondent is on approved leave and requests such extension.
- (13) After the grievance is closed, the grievance responses and other documentation shall be filed separately from the grievant's personnel file for a least three (3) years.
- (14) Employees, including supervisory and administrative staff, shall not discriminate or retaliate against any grievant because a grievance was filed.
- (15) The department may accelerate grievances that have potentially wider implications than for the immediate adjustment of the grievance.
- (16) The department may consolidate grievances which raise similar or identical issues. If such consolidation occurs, the decision as to each grievance shall be issued separately. Consolidation may result in accelerated handling of a grievance or may result in movement to a higher step in the procedure without completion of earlier steps.
- (17) Reasonable efforts shall be made to enable grievants and any assisting employee to present the grievances during working hours without loss of pay. However, such time shall not serve to extend the work day or cause overtime to be earned.
- (18) Unless otherwise required by law, the grievance shall be administratively closed when either the employee ceases employment or the employee files suit over the same subject matter giving rise to the grievance.
- (19) Any respondent at steps 1 and 2 may have facility staff review the grievances and recommend decisions. At step 3--section (8) (B), staff of the Employee Relations Section of the Office of Human Resources and investigators shall review the grievance file, discuss the grievance with heads of the facilities involved, confer with grievant (if requested), conduct investigations if necessary, and recommend decision to the division director. At step 4, except for grievance panel matters, the Deputy Director for Human Resources or designee shall review the grievance file, discuss the grievance with heads of the facilities involved, confer with grievant (if requested), conduct necessary investigations and recommend a decision to the department director.
- (20) Employees assisting any grievant in conferences shall obtain the permission of their immediate supervisor before leaving their work areas. The supervisors shall grant permission for the assistance unless operational reasons dictate otherwise. Upon return to duty, assisting employees shall so advise their supervisors.

(21) The facility personnel office shall report quarterly to the head of the facility and the Director of Employee Relations the numbers of grievances filed, closed, and pending as well as the types and subject matter of the grievances. The Director of Employee Relations shall report on grievances quarterly and annually to the division and department directors.